

EXHIBIT A

1
2 IN THE UNITED STATES DISTRICT COURT
3 FOR THE SOUTHERN DISTRICT OF NEW YORK
Case No. 19-CV-4650

4 -----
5 RAFAEL FOX, PAUL D'AURIA and JILL SHWINER,

6 Plaintiff,

7 v.

8 STARBUCKS CORPORATION d/b/a
STARBUCKS COFFEE COMPANY,

9 Defendants.
10 -----

11 PORTION OF TRANSCRIPT DESIGNATED CONFIDENTIAL

12 TRANSCRIPT OF ZOOM VIDEOCONFERENCE OF

13
14 CARLA RUFFIN
15
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19 TRANSCRIPT of the stenographic notes
20 of the proceedings in the above-entitled matter, as
21 taken by and before TAB PREWETT, a Registered
22 Professional Reporter, a Certified LiveNote
23 Reporter, and Certified Shorthand Reporter with all
24 parties present remotely via Zoom videoconference on
25 Friday, August 21, 2020, commencing at 10:05 a.m.

1 Carla Ruffin

2 A Four years.

3 Q Could you describe in general what the
4 role of a regional director was at that time?

5 A Overseeing the work of seven district
6 managers, responsibility for fiscal performance
7 based on set targets and goals, and ensuring
8 policies and procedures are followed through.

9 Q Did you enjoy that role in Florida?

10 A I did.

11 Q Why did you at some point change
12 positions?

13 A I was requested to take on an
14 opportunity in New York.

15 Q What opportunity specifically?

16 A Regional director.

17 Q When you say you were requested, who
18 made that request, and what was the process of
19 securing that position?

20 MR. MOY: Objection.

21 A The request was made by Sara Trilling,
22 also Angela Alfano. I was asked to come to New York
23 and interview for the job. The market was in a
24 turnaround process, and it was believed that I could
25 help successfully lead that in one of the market

1 Carla Ruffin

2 It is also across the street from a
3 law school, so it has those customers. And so that
4 store has a more intimate environment, where
5 Broadway and Canal had a bigger footprint
6 logistically and not -- was not as personal or cozy
7 as the West Broadway and Leonard store.

8 Q Was it your perception that one of the
9 two locations was more or less prestigious or
10 desirable a posting for store managers than the
11 other?

12 MR. MOY: Objection.

13 A No. I -- stores exist in different
14 market areas. All of them are of value. And it can
15 be helpful as a leader to learn different market
16 areas, but I didn't perceive either store to be more
17 prestigious. I don't think of our business in that
18 perspective.

19 Q In connection with your interaction
20 with Mr. Hutchinson or the district manager about
21 transferring Mr. Fox, did you review any performance
22 history or documentation concerning Mr. Fox?

23 A Not that I can recall.

24 Q Did you at any point become aware that
25 Mr. Fox had raised concerns about unpaid wages to

1 Carla Ruffin

2 certain employees at the Broadway and Leonard
3 location?

4 A I did not.

5 Q As you sit here today, are you aware
6 from other than my proposing it that Mr. Fox ever
7 raised such concerns at the company?

8 A I am not aware that he ever raised any
9 concerns. There were never any brought to my
10 attention during -- no, I'm not aware.

11 Q Did anyone else bring to your
12 attention any possible problems with wages not being
13 paid in full to any employees at the Broadway and
14 Leonard location during the time that Mr. Fox was
15 there?

16 A I actually became aware of there
17 possibly not being wages paid at that location
18 during a visit with the district manager,
19 Tim Hutchinson, in the West Broadway and Leonard
20 store while Mr. Fox was the store manager.

21 Q Do you recall --

22 A Your question didn't come through.

23 Q Do you recall what month or year?

24 A I do not know -- recall the specific
25 month or year. I recall specifically what

1 Carla Ruffin

2 transpired during our visit.

3 Q Would you describe everything that
4 transpired in sum and substance as best you recall
5 it in connection with that visit?

6 A I was touring the market area with
7 Tim Hutchinson. The West Broadway and Leonard store
8 was part of our tour agenda. While we were in the
9 store, I reviewed with the district manager and with
10 Mr. Fox what is called our daily records book.

11 Within that daily records book is
12 something that's called the "time edit log." And
13 the title of that sheet might be a little different.

14 But what happens on that particular
15 document is that, whenever a store manager has to
16 edit the time punch of an employee, they are to
17 enter it into the log, and the employee has to sign
18 and date that they agree with the edit.

19 During that visit when I reviewed the
20 log, all of the handwriting on the sheet was the
21 same, and it did not appear that the store employees
22 had actually signed and dated. And when I asked
23 Mr. Fox about it, he shared with me that he made all
24 of the entries.

25 I became concerned because that --

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2 when you edit a punch for an employee, you are, in
3 essence, possibly taking pay away from them, and
4 they have to sign off on it. So I became concerned
5 that that had not happened in that location, or we
6 wouldn't show that it had because he did all the
7 entries.

8 Q Was there anything else that you
9 recall that you can describe from that visit?

10 A During that visit, as we had the
11 discussion regarding the log sheet, Mr. Fox, I
12 believe, brought up that he had gotten a letter from
13 the New York Labor Commission. He showed it to us.

14 I said to Mr. Hutchinson, the district
15 manager:

16 "Please send an E-Mail notifying our
17 labor compliance manager," who was Tina McDonald,
18 "that we have this letter so that she can become
19 aware that there is a problem."

20 The letter was not super specific, but
21 my concern was that employees had complained; and
22 part of it could be tied into the fact that edits
23 were being made without the employee's signature and
24 date approval.

25 Q Was there anything else from that

1 Carla Ruffin

2 Q Let me try again.

3 You had mentioned before that you had
4 a concern when you reviewed the daily records book
5 that there were not employee signatures affirming
6 that they consented to time edits.

7 Did you do anything further at that
8 point or after to find out whether those edits had
9 been improper or not with employee consent?

10 A Mr. Fox, when questioned, told me he
11 made all of the entries into the log sheet because
12 the employees might be messy in doing so. And so in
13 him sharing that information, I understood that the
14 employees had not approved the edits via their
15 signature and date.

16 Q Did you understand that the employees
17 did not agree to the edits affirmatively, or you
18 were just inferring that from the absence of their
19 signatures?

20 A From the absence of their signatures,
21 they have not approved, from my view, because I can
22 only see the signatures and the date.

23 Q Did you speak with any employees to
24 determine whether they had been subjected to
25 improper clock edits?

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2 A I did not during that visit.

3 Q Did you at any point, yourself or
4 somebody else -- direct somebody to determine
5 whether the employees, in fact, consented to those
6 edits that you saw in the daily book?

7 A I did not.

8 Q As you sit here today, do you know one
9 way or another whether the employees actually
10 consented to the edits that you saw in the daily
11 record book?

12 A If the employee's signature and date
13 is not there, they have not consented. You have to
14 show the consent. It can't just be verbal.

15 Q Given your belief that consent had not
16 been obtained, did you feel that you had any
17 responsibility at all to the employees to make sure
18 that they had been fully paid?

19 A I did, and that is why I requested
20 that a more thorough edit of the time punches and
21 labor in that location be completed by our
22 compliance manager.

23 Q Who is that compliance manager?

24 A Tina McDonald at that time.

25 Q Was Ms. McDonald investigating time

1 Carla Ruffin

2 entries in the daily record book or something else?

3 A She went into the actual system, and
4 she also went into the logbook that managers kept
5 for predictability pay to determine if partners were
6 paid in their time punch edits and also if it had
7 incurred predictability pay.

8 Q Focusing -- focusing specifically on
9 the time clock edits aspect of it, were you ever
10 informed that the complete audit had shown that
11 employees were, in fact, paid improperly in
12 connection with clock edit times?

13 A So, again, your whole question didn't
14 come through.

15 MR. GRAFF: Going forward, if you guys
16 can't hear me, if you just do a hand up, I'll
17 pause and re-ask; and hopefully it will go
18 through, so we don't make you listen to the
19 garble.

20 MR. MOY: Well, I just want to make
21 sure of the witness that she does more than
22 just raise her hand. She should say so on the
23 record just so that we're very clear about
24 what's going on. I will raise my hand, of
25 course, but the witness should also say so for

1 Carla Ruffin

2 receive any awards or recognition during his
3 employment at Starbucks while you were covering the
4 New York area?

5 A I do not recall Mr. Fox receiving
6 awards or recognition. Sometimes recognition is at
7 the district level during store manager meetings
8 where I would not be present. But I do not recall
9 any awards being provided to Mr. Fox.

10 Based on the visit that I did in his
11 store with the time-edit punches and his responses
12 to me as I questioned him filling out the time log
13 sheet, I left that visit very concerned about his
14 commitment to following standards, policies, and
15 procedures, and his ability to do the job that was
16 needed because he didn't acknowledge that -- what
17 the policies were.

18 He justified why he filled out the
19 whole thing rather than let his employees
20 acknowledge that they'd approved the time edits if,
21 in fact, they had.

22 Q Did you yourself or by direction to
23 anyone else impose any sort of corrective action or
24 discipline on Mr. Fox in connection with the
25 nonsigned edit clock records that you were referring

1 Carla Ruffin

2 to?

3 A I did not at the time of that visit.

4 Q Was there a reason you did not at the
5 time?

6 A At the time, based on the letter that
7 was shared from the labor commission, based on the
8 seriousness of what I found in the time edit log, I
9 felt that there was further investigation needed to
10 determine the scope of the problem in the store
11 under Mr. Fox's leadership.

12 Q Was that the first time that you had
13 visited a store -- or visited a store that Mr. Fox
14 was the manager of during your tenure in New York?

15 MR. MOY: Objection.

16 A I want to clarify. You're asking:
17 Is that the first time I visited when
18 the incident with the time log sheet happened?

19 Q Yes. Yes. Was that the first time
20 you had visited his store?

21 A No. I visited his Broadway and Canal
22 store as well as the West Broadway and Leonard
23 store.

24 Q Did you form any impression of his
25 performance at the Broadway and Canal store?

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2 A That he was stagnant and -- I used the
3 term previously -- "status quo." The partners did
4 not appear to be up on the latest processes or
5 standards as they needed to be.

6 Because of his longevity as a store
7 manager, I thought being able to put him in a new
8 location might help him to revitalize in his
9 leadership capability.

10 Q Did you ever document or memorialize
11 in any writing any of your impressions of Mr. Fox's
12 performance as a store manager at Broadway and
13 Canal?

14 A It is not normally that the regional
15 director is memorializing the visits, that the
16 district managers do that. So I wouldn't be able to
17 specifically respond at this point.

18 Q Were there any specific facts or
19 incidents that contributed to your overall
20 impression of Mr. Fox's performance at the Broadway
21 and Canal store?

22 A That he -- I had an impression, based
23 on adherence to standards and policies, procedures,
24 that he was not being detailed in ensuring that
25 those were consistently at standard in his location

1 Carla Ruffin

2 as it pertains to.

3 Q And you're referring to?

4 A As it pertains to the knowledge and
5 ability of the partners in the store, the
6 cleanliness of the store, the customer service, the
7 organization of the back of house.

8 Q And just to be clear, that was the
9 impression that you formed of Mr. Fox specifically
10 at the Broadway and Canal store?

11 A Yes. And it was the reason I
12 supported Mr. Hutchinson and thought the possibility
13 of him going to a different location might help
14 revitalize his leadership capability and focus to
15 attention, detail.

16 Q And now that we've been talking about
17 it for a little bit, just to confirm, are the only
18 two stores that you're aware of that Mr. Fox was the
19 store manager for during your tenure in New York the
20 one we've been calling Broadway and Canal and the
21 second one being Broadway and Leonard?

22 A West Broadway and Leonard. Yes.

23 Q Are you aware that Mr. Fox was
24 selected as manager of the quarter in fall 2016 in
25 your region?

1 Carla Ruffin

2 A It's very possible. I don't recall
3 it.

4 Q Would that be inconsistent with your
5 personal impressions of his performance as you had
6 just been describing?

7 MR. MOY: Objection.

8 A I would not say that it's
9 inconsistent. The "manager of the quarter" awards
10 are not given by the regional director. The
11 district managers present to one another and then
12 vote. And so it is very possible that the district
13 manager presented it, and the peers supported it.

14 Q And who was Mr. Fox's district manager
15 in 2016?

16 A I'm not positive. During my tenure we
17 had, I believe, four district managers:
18 Tracy Bryant, Arlene De La Cruz, Les Fable, and
19 Tim Hutchinson.

20 Q Apart from in connection with your own
21 personal visits to stores, do you recall any of the
22 district managers over Mr. Fox ever speaking to you
23 about Mr. Fox in any other context?

24 A I recall -- I recall specifically that
25 when Arlene De La Cruz first took over the

1 Carla Ruffin

2 district -- and I'm not sure what year it was -- she
3 was very concerned with attention to detail, the
4 store condition, and partners skill set. She
5 endeavored to work with him and help him improve on
6 those concerns.

7 Q Any other communications you can
8 recall with any of the district managers who
9 supervised Mr. Fox that you haven't already referred
10 to?

11 A No. Only with Tim Hutchinson, and
12 that being based on the labor issues that arose at
13 West Broadway and Leonard.

14 Q I'm going to post a document that I've
15 labeled Exhibit Ruffin 11. It's a one-page document
16 bearing Bates No. RF0943.

17 (Exhibit No. Ruffin 11, Starbucks
18 Recognition for FY17 for Rafael Fox, Bates No.
19 0943, Document is marked by the reporter for
20 identification.)

21 Q Ms. Ruffin, are you able to see that
22 file posted?

23 A I don't see it.

24 Q In your screen at the bottom in the
25 center, if you hover your mouse at the bottom,

1 Carla Ruffin

2 manipulation in West Broadway and Leonard, and that
3 Mr. Fable is thanking him for it.

4 Q Did anybody ever escalate or mention
5 to you at all that there was a report of time clock
6 manipulation as described in this E-Mail?

7 A So I -- to my recollection, I knew
8 that that store manager, William, had been
9 terminated for timecard manipulation. I actually
10 thought it was under Arlene De La Cruz, and that
11 she, as the district manager, had detected it.

12 I do not recall ever being
13 communicated that this came from Mr. Fox or that --
14 and I didn't recall that Les was the district
15 manager who addressed the issue with the store
16 manager William.

17 Q Okay. Earlier, I believe I asked
18 about William and why he left the company, and you
19 weren't sure. Does this document now refresh your
20 memory so that you independently recall that, in
21 fact, you know that he left for time clock
22 manipulation?

23 A Exactly. I wasn't sure when it
24 transpired. I wasn't sure if he was the store
25 manager prior to Mr. Fox going to that location.

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2 Q And could you describe the nature of
3 time manipulation for which Mr. William was fired?

4 A Well, when I'm looking at this
5 particular document, he's editing time punches. And
6 I would -- not seeing any further documentation, I
7 don't know. It appears that he was doing that
8 outside of the policy and procedure.

9 Q Who was involved in investigating, if
10 anyone, the conduct that resulted in William's
11 termination?

12 A Som again, to my memory, I believed
13 that this happened under the leadership of
14 Arlene De La Cruz. I don't recall addressing this
15 or dealing with it with Mr. Fable. And I have no
16 idea why I don't have any recollection.

17 Q Did you ever have any communication
18 with Ms. Arlene De La Cruz about Mr. Fox?

19 A Only when she was the district
20 manager, and no specific conversations. But I do
21 note that, when she first took over the district,
22 she had concern about the operation of the Broadway
23 and Canal store.

24 Q Did those concerns relate to some
25 aspect of Mr. Fox's performance or something else?

1 Carla Ruffin

2 Q As far as you know -- withdrawn.

3 Do you have any information at all
4 concerning whether Mr. Fox did or didn't ever
5 complain to anybody at Starbucks about Hot Shots or
6 DDVP?

7 A I don't have any information
8 pertaining to that.

9 Q I would like to go back to where we
10 were discussing Mr. Fox and you indicated that you
11 formed an opinion that there was a problem at a
12 store visit when he provided a letter from a
13 government agency about an employee complaint.

14 Do you recall we had been talking
15 about that?

16 A Yes, I do.

17 Q After that site visit, what happened
18 next concerning Mr. Fox and his role at Starbucks as
19 it related to you?

20 A The next thing that I recall is it had
21 been escalated to our compliance manager,
22 Tina McDonald; and the partner resources manager at
23 the time, Brad Jennison, went to the location to do
24 a more thorough audit of not just the time edit
25 punches, but also to -- everything as it relates to

1 Carla Ruffin

2 the New York labor laws and predictability pay.

3 They completed that audit. I believe
4 that Tim Hutchinson might have also been present.

5 A length of time went by, and at some
6 point -- when I say "length of time," I don't mean a
7 long time, but at some point I was communicated what
8 the findings were during that audit. And there were
9 additional items that were of concern:

10 The posting of schedules three-weeks
11 out, predictability pay that was owed and had not
12 been paid, and that documents that partners sign off
13 on acknowledging a change in their schedule or
14 whatever the reason for predictability pay might be
15 had not been fully completed for all employees.

16 Q You had mentioned the name
17 Brad Jennison. Could you let me know:

18 Were there any other individuals
19 involved in the investigation or audit that you were
20 just describing who you could identify by name?

21 A The actual physical audit to my
22 recollection was Brad Jennison, Tina McDonald, and
23 Tim Hutchinson -- was present. And after that, I
24 note that also our regional director Rachel Kelly
25 was brought in and consulted.

1 Carla Ruffin

2 Q Were you part of any consultations
3 with Rachel Kelly concerning Mr. Fox?

4 A As -- so I don't remember specific
5 meetings. But as a result of the circumstance,
6 there were meetings with Rachel present where we
7 discussed the findings and what -- the follow-up
8 Tina received from it.

9 So, additionally, predictability pay
10 was asked to be completed that Tina found lacking.
11 And in, I believe an E-Mail exchange, when she
12 followed up, it still had not been completed.

13 Q On that last item that you mentioned,
14 who communicated that information to you about Tina
15 following up and it still not being completed?

16 A I believe that was during a meeting
17 between Tina and I. And it wasn't a meeting. We
18 meet weekly to review the area overall; and at one
19 of those meetings she communicated to me that she
20 had not had the adequate follow-up she needed.

21 Q But was it your understanding that she
22 was saying she hadn't had follow-up she needed from
23 Mr. Fox?

24 A That actions had not been completed.
25 There were partners that were owed predictability

1 Carla Ruffin

2 pay. And when she followed up, it still had not
3 been completed.

4 Q In what context were you informed of
5 the findings of the audit? Was that an in-person
6 meeting?

7 A I don't have specific recollection of
8 every meeting, but we did speak in person during the
9 course of our regular meetings.

10 Q Did you ever see any writing or
11 written document describing how the audit was
12 conducted?

13 A Not how the audit was conducted, but
14 she did show me where she followed up to see if the
15 predictability pay had been completed, her -- her
16 audit, and it had not.

17 Q When you say she showed you, in what
18 manner did she show you?

19 A E-Mail communication with Mr. Fox.

20 Q Are you referring to E-Mail
21 communication between Tina McDonald and Mr. Fox --

22 A Yes.

23 Q -- or something else?

24 A Communication between Tina McDonald
25 and Mr. Fox.

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2 happened pretty quickly. But Tina and I actually
3 reviewing it I think was approximately two weeks.

4 Q So two weeks is when you finished
5 reviewing it with Tina or when the audit was
6 completed?

7 A When I was able to review it with
8 Tina.

9 Q Did Mr. Fox continue serving as store
10 manager as per normal while this investigation and
11 audit and review was ongoing?

12 A I don't recall.

13 Q From the date that you visited
14 Mr. Fox's store with Mr. Hutchinson until you ended
15 your employment with Starbucks, did you have any
16 communications with Mr. Fox?

17 A I did not.

18 Q What was the next thing to happen
19 after Ms. McDonald showed you documentation and a
20 summary of her findings?

21 A I don't recall the specific date or
22 everyone who might have been a part of it, but it
23 was reviewed with the partner resource manager and
24 the partner resource director. We looked at all of
25 the findings, and a decision was made to terminate

1 Carla Ruffin

2 Mr. Fox's employment based on employees not being
3 paid for time worked for -- for the infractions in
4 the daily records book, and also the misses in the
5 predictability pay.

6 And for my part as the regional
7 director, I felt there had been lack of transparency
8 on the part of Mr. Fox throughout from the time I
9 visited his store and asked questions about the time
10 punch edits, as well as Tina had discovered that
11 schedules were not posted three weeks in advance as
12 was Starbucks policy prior to the Labor Law
13 Commission also requesting that.

14 And -- and the way she determined that
15 was the schedule showed the date when they were
16 printed, and they were not printed in that
17 three-week time frame.

18 So there was a lack of transparency
19 which for me as the regional director indicated an
20 integrity issue.

21 Q When you visited Mr. Fox's store and
22 you perceived that there was -- what you saw as
23 problems or incorrect documentation in the daily
24 book, is it your testimony that Mr. Fox was not
25 transparent in response to any questions you asked

1 Carla Ruffin

2 him at that time?

3 A Yes.

4 Q Didn't Mr. Fox tell you that he had an
5 explanation for why all of the clock edits were in
6 his own handwriting?

7 A He gave an explanation; but he also,
8 at the same time, understood what the policy was,
9 and he wouldn't acknowledge what the policy was. He
10 would only say why he did what he did, which was not
11 to standard, our policy. He should have been
12 carrying it out as a store manager.

13 Q Did you tell Mr. Fox that he was doing
14 it incorrectly at that time?

15 A Yes, I did.

16 Q And is your testimony that there was
17 something in the way that he responded to that
18 information that led you to perceive that he was
19 transparent?

20 A He continued to defend the way he
21 recorded the time edit punches, therefore not
22 respecting that he needed his partners' approval,
23 and he needed to show that in the time log and edit
24 sheet. And so my take-away was that he was doing it
25 how he wanted to do it, not how the company wanted

1 Carla Ruffin

2 him to do it.

3 Q I'm just trying to get clarity on your
4 use of the term "transparent."

5 Did Mr. Fox provide any information to
6 you that you thought was false or not transparently
7 the information that he knew?

8 A He -- when we reviewed the
9 three-weeks-out scheduling, he did not share that
10 there had been changes to the schedule and it had
11 been reprinted. I didn't see the dates, and that
12 was discovered when Tina went into the store.

13 So, in fact, schedules were not being
14 posted three weeks out. And while I was in the
15 store, as we reviewed that, he didn't share that
16 information.

17 Q Did you ask him about that?

18 A I don't recall specifically asking
19 him. But when I say "transparency," I mean, as
20 we're reviewing things, my expectation is you --
21 because I do -- I do believe I asked him about the
22 schedules being three weeks out; and he acted in a
23 way that said they were, and then later we found
24 that they were not.

25 Q I think we've covered this. But just

1 Carla Ruffin

2 fit with your memory, in what way is your memory
3 different than the proposition that it may have been
4 November 27, 2017, when predictability pay
5 regulations went into effect.

6 A It's a detail that at this point, when
7 I've been away from the company for a year, I
8 couldn't confirm with you that that's the specific
9 date that it happened.

10 Q Do you have any reason to believe that
11 it might have been an earlier date, or you just
12 don't recall?

13 A I don't recall, and I don't have
14 access to look at my work records to confirm.

15 Q As far as you know, did Tina McDonald
16 or anybody in her department conduct an audit of any
17 other stores in your area concerning their
18 compliance with predictability pay requirements at
19 or around the time that Mr. Fox was audited?

20 A I actually requested that Tina support
21 Tim Hutchinson and do additional audits in his
22 district so that we could be sure that his store
23 managers were following the processes and that they
24 understood what was required.

25 Q And after making that request to

1 Carla Ruffin

2 Ms. McDonald and Mr. Hutchinson, did they report
3 back to you that they had conducted such a further
4 audit?

5 A They did the audits ongoing. They
6 weren't -- the whole district wasn't done within one
7 week or two weeks. It was as she was able to go to
8 stores with him or go on her own. But I wanted his
9 district to be a priority.

10 Q As of the point in time when, as you
11 said, a decision was made to terminate Mr. Fox, how
12 many other stores in your area of your region had
13 been audited as to their compliance with
14 predictability pay?

15 A I have no idea.

16 Q Do you have any information about the
17 results of the audits as to any other particular
18 stores or generally?

19 A Not now. As someone who is not -- no
20 longer with the company, I don't.

21 Q Was anybody other than Mr. Fox, who
22 was employed in your area of your region, subject to
23 any sort of discipline in connection with compliance
24 with the fair workweek law within the period of
25 months surrounding Mr. Fox's termination?

1 Carla Ruffin

2 A I could not give you specific detail,
3 but I do understand that individual district
4 managers conducted different types of corrective
5 action with store managers that they found not being
6 in compliance. I would not be able to give you
7 specific stores or store managers, but that was
8 ongoing in the area at the time.

9 Q Do you recall the range of actions
10 that were taken in response to identifying
11 noncompliance at any other stores in your area of
12 your region?

13 MR. MOY: Objection.

14 A I do not.

15 Q You had earlier said that it was
16 decided that Mr. Fox would be terminated. Who made
17 that decision?

18 A The decision is made with the
19 consultation of the partner -- the decision is not
20 made without approval of the partner resource
21 director. But as the operator, I made the decision.

22 Q Did anybody involved in the process
23 recommend to you that Mr. Fox be terminated?

24 A It's not done as a recommendation, but
25 more as a consultation, and I was the

1 Carla Ruffin

2 decision-maker.

3 Q Did you request permission to
4 terminate Mr. Fox?

5 A It's not requesting permission. It's
6 that, as a consultation with the partner resource
7 team, do we find the circumstance can merit
8 termination. And then I made that decision as the
9 operator that the infractions were such that
10 termination should happen.

11 Q How was Mr. Fox informed of his
12 termination?

13 A To my recollection, I believe his
14 district manager accompanied by a peer -- and I
15 don't recall who the peer was -- and I'm stating
16 this based on what normally can transpire --
17 delivered the termination notice.

18 Q Are you referring to a written notice?

19 A They go -- it's in person, and the
20 district manager has all of the points that led to
21 the termination in writing to refer to.

22 Q Is that then provided to Mr. Fox or
23 the employee who is being terminated?

24 A I'm not positive. But I believe that
25 it's not.

1 Carla Ruffin

2 evidence relating to the plaintiffs' allegations
3 against Starbucks in this case?

4 A I did not.

5 Q Directing you to Mr. Gaff's other line
6 of questions regarding Tina McDonald's audits, do
7 you remember testifying that Tina McDonald
8 communicated to you that she did not have adequate
9 follow-up that she needed?

10 A Yes.

11 MR. GRAFF: Objection. Misstates the
12 testimony. Vague and ambiguous.

13 Q What is this follow-up that you
14 reference?

15 A That there were partners that needed
16 to be -- their predictability pay reconciled because
17 it had not been completed initially, and that she
18 left instructions for that to happen; and when she
19 followed up, Mr. Fox still had not reconciled
20 predictability pay for those specific partners.

21 Q What do you mean by "reconcile
22 predictability pay"?

23 A Like you have to pay them. They had
24 not been paid.

25 Q And is it your testimony that

1 Carla Ruffin

2 Mr. Fox -- Mr. Fox was supposed to pay them?

3 A Yes. So where I'm not positive, it
4 could have been during her audit she found partners
5 that had not been paid that needed to be paid or
6 that -- and when I say "during her audit," it could
7 be that these partners had their schedules changed
8 or their schedule wasn't posted on time -- we need
9 to pay them, or that he thought they needed to be
10 paid and they didn't get paid.

11 I don't know which circumstance or if
12 it was both, but she left instructions for it to be
13 followed up.

14 Q Did you have a belief whether Mr. Fox
15 could be trusted to correct this conduct so that
16 store partners were properly paid predictability
17 pay?

18 A Based on the many different areas from
19 the time of my visit to what transpired during the
20 audit, I had no trust that he would comply
21 forthcoming.

22 Q And when you mentioned trust, your
23 trust or your lack of trust with respect to Mr. Fox
24 went beyond this predictability pay issue, correct?

25 A Yes. We had -- you know, every

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2 company has its mission and values, and then you
3 have just what is the law. And it should be time
4 work, time paid.

5 And when there was not an urgency or
6 attention to detail regarding ensuring that the
7 partners in that location were being paid for the
8 time they worked and were also being paid for any
9 predictability pay owed, there was a lapse in
10 follow-up, in thoroughness.

11 Q When you testified that there was a
12 lack of urgency, a lack of attention to detail,
13 whose lack of urgency and lack of attention to
14 detail are you referencing?

15 A Mr. Fox.

16 MR. MOY: Thank you. No further
17 questions.

18 MR. GRAFF: I have just a couple of
19 follow-ups.

20 REDIRECT EXAMINATION

21 BY MR. GRAFF:

22 Q When you were describing your
23 understanding that Mr. Fox did not proceed to paying
24 employees in disregard of Tina McDonald's
25 instructions, what is the source of your information

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2 A I did not.

3 Q Were you able to determine from the
4 way it was sent to you who else had received that
5 communication?

6 A I don't recall.

7 Q What was the nature of the matter that
8 was described in the letter that you were referring
9 to? How did it describe the scope of the matter
10 that it was relating to?

11 A I don't remember specifically.

12 Q Did you take any particular action to
13 ensure that you wouldn't accidentally delete or
14 destroy any documents that might be within the scope
15 of this action?

16 MR. MOY: Objection.

17 A I did not. I do not typically have
18 files for store managers, and I -- and no E-Mails
19 were deleted. So there was -- I didn't see any
20 action required.

21 Q Did you exchange any text messages
22 with Tina McDonald concerning her investigation
23 involving Mr. Fox?

24 A No.

25 Q Did you exchange any text messages